



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

NOTIFICATION OF STATEWIDE CONTRACT

Date: July 31, 2012

CONTRACT TITLE: **COMPREHENSIVE SERVICES AGREEMENT
P-Series (RS/6000) & iSeries (AS/400) PRODUCTS**

CURRENT CONTRACT PERIOD: **November 1, 2010 through December 31, 2012**

BUYER INFORMATION: Name: Paul Linhardt
Phone: (573) 751-4578
Email address: paul.linhardt@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Total Renewal Options Available	Potential Final Expiration
	3/1/06 through 10/31/06	0	12/31/11

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROC
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C206048001	1308719850 3	<u>Order Address:</u> IBM CORPORATION P.O. BOX 206 JEFFERSON CITY MO 65102-0206 Contact: John Wegman Phone: (573) 632-2218 Fax: (573) 632-2256 Email: jlwegman@us.ibm.com	No	Yes
	1308719851 4	<u>Payment Address:</u> <i>For State Invoice to ZIP Codes 640-693 (first 3 digits):</i> IBM CORPORATION PO BOX 676673 DALLAS, TX 75267-6673 <i>For State Invoice to ZIP Codes 600-639 (first 3 digits):</i> IBM CORPORATION PO BOX 643600 PITTSBURG, PA 15264-3600		
C206048002	4315161090 4	<u>Order/Payment Address:</u> HUBER & ASSOCIATES 1400 EDGEWOOD DRIVE JEFFERSON CITY MO 65109 Contact: Lori Staub Phone: (573) 634-5000 Fax: (573) 634-5500 Email: lstaub@teamhuber.com	Yes	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
1/1/12 through 12/31/12	07/31/12	Updated DPMM buyer contact information
1/1/12 through 12/31/12	03/08/12	Contract extension through 12/31/12
11/1/10 through 12/31/11	11/12/10	Contract Extension
11/1/09 through 10/31/10	11/17/09	Contract renewal, changed pricing discounts
11/1/08 through 10/31/09	10/22/08	Contract renewal, changed pricing discounts.
11/1/07 through 10/31/08	07/22/08	Add section 11 "Payments" P-Cards shall not be used to make payments.
11/1/07 through 10/31/08	11/01/07	Issued Contract renewal, changed pricing discounts.
11/1/06 through 10/31/07	10/12/06	Issued contract renewal.
3/1/06 through 10/31/06	06/09/06	Revised website information in paragraph 5.
3/1/06 through 10/31/06	03/01/06	Initial issuance of contract.

1. PURPOSE

This contract has been established through a cooperative effort based on the State of New York's Consulting/Technical Services Agreement (CMS1052) and Maintenance/Support Services Agreement (PS61988). The contract provides for the conveniences and efficiencies for acquiring the necessary services and support for the full line of IBM hardware and software related to the pSeries (RS/6000) and iSeries (AS/400) products only. Services regarding other hardware platforms and related products have not been approved under this agreement. The State reserves the right, however, to include services for other hardware platforms and products at a later date.

This newly established contract replaces the services and support previously acquired through the State of New York's old Comprehensive Services Agreement contracts (C204091001-002) with IBM and Huber & Associates.

For purposes of this contract, services shall constitute installation, maintenance, training, technical support, and consulting needed to support the operation and continued use of installed equipment. Consulting services shall be limited to advisory consulting only. Criteria for consideration in the use of consulting services may include, but not necessarily be limited to: (1) customer programmatic need for an integrated system solution or associated prototype; (2) limited duration of the services requirement; and/or (3) corresponding available expertise or specialization offered by IBM in addressing critical requirements. Agencies with needs for consulting services related to application development or programming must utilize the existing IT Consulting statewide contracts (C202001001-004) or conduct a separate procurement process for such services. Any requests to do so, shall be submitted to the Division of Purchasing and Materials Management with the appropriate SAM II documentation.

IBM Corporation has assigned specific services relating to certain pSeries and iSeries products to Huber & Associates for which they have been certified to provide.

2. ELIGIBLE USERS

All governmental entities within the State of Missouri including all state agencies, institutions of higher education, and members of the Cooperative Procurement program (including local public bodies such as cities, courts, counties, and public schools) are authorized to obtain services under this contract.

4. CONTACT INFORMATION

Local IBM sales and service representatives shall continue to be the State of Missouri's point of contact under this contract. For more information regarding products/services and pricing, contact Greg Reeves of IBM Corporation at (573) 632-2248 or your local IBM Client Representative. In addition, agencies may contact Lori Staub at (573) 634-5000 to solicit information regarding products/services and pricing from Huber & Associates.

5. WEBSITE INFORMATION

Agencies shall use the following website address for locating services and pricing information:

The IBM website for the state of Missouri has been updated with contract info on C206048001 - 2 ways to access it - see the links below:

1) State/Local: <http://www.ibm.com/easyaccess/slg>

After you get to this site, select Missouri as the state and proceed

2) [http://www-](http://www-1.ibm.com/gold/portal/servlet/gold/slg/Content?contentURL=/gold/portal/html/en_US/95949.html&page=Welcome)

[1.ibm.com/gold/portal/servlet/gold/slg/Content?contentURL=/gold/portal/html/en_US/95949.html&page=Welcome](http://www-1.ibm.com/gold/portal/servlet/gold/slg/Content?contentURL=/gold/portal/html/en_US/95949.html&page=Welcome)

This will get you to the Missouri site - select the "Contract Details" link in the middle of the page and you will be taken to a page with multiple state contracts listed. This contract is the 4th one listed.

6. PRICING

Pricing for services provided under this contract will be based on either 1) IBM's published list prices where applicable, or 2) prices that are certified by IBM to be representative of IBM's prevailing prices based on the level of skill and experience. Net pricing will be determined by using the current list prices, reduced by the discount, by service category, as detailed in the attached document.

Discounts for certain products based on the volume of business a particular agency may agree to (called your "commitment") during a contract period may be available. The commitment is based on either quantity or revenue. IBM shall specify the eligible products, discounts and contract periods, upper-limit percents, and adjustments. Unless otherwise specified, IBM does not discount program upgrades, program features ordered separately from programs, accessories, or field-installed machine features, conversions, or upgrades. Agencies shall contact IBM regarding details for obtaining these volume discounts.

C206048001 IBM Pricing Discounts
November 1, 2008 through October 31, 2009

Line Item	Description	Firm, Fixed Discount Increase
001	Consulting/technical services	15%
002	Maintenance/support services	14%

C206048002 Huber Pricing Discounts
November 1, 2008 through October 31, 2009

Line Item	Description	Firm, Fixed Discount Increase
001	Consulting/technical services	15%
002	Maintenance/support services	14%

7. TRAVEL EXPENSES

If services are necessary to be provided on-site at the agency's facility, IBM/Huber shall be reimbursed for actual and reasonable expenses in accordance with the Office of Administration's travel regulations (www.oa.state.mo.us/acct/trvreg/trvreg.htm) and travel rules (www.oa.state.mo.us/acct/trvreg/index1.htm). The IBM/Huber shall submit the original receipts for lodging, meals, airfare, mileage etc., to the requesting state agency in order to be reimbursed for incurred expenses. The State of Missouri reserves the right to assess the reasonableness of the contractor's travel expenses in accordance with the Maximum Per Diem Rates for lodging, meals and incidental expenses specified for the state of Missouri on the General Services Administration (GSA) web site, www.policyworks.gov. In the event IBM/Huber's travel expenses for lodging and meals are determined by the State of Missouri to be unreasonable, the State of Missouri reserves the right to reimburse the contractor in accordance with the maximum rates specified for Missouri on the GSA web site. All IBM/Huber travel for which expenses are expected to be reimbursed shall be approved by the agency project director prior to the travel expenditures being realized.

8. SERVICES

Installation: Installation of systems/components and/or software ordered under the contract is available from IBM, or Huber & Associates. It shall be the agency's responsibility to prepare and maintain its site prior to the scheduled delivery date of any equipment and shall bear any costs associated with the site preparation.

Training: Training under the contract is available from IBM, or Huber & Associates.

Warranty/Maintenance: Warranty and/or maintenance services provided under the contract shall be performed by IBM or Huber & Associates. Preventive maintenance, including lubrication, adjustments, and replacement of parts is available. Replacement parts used in the repair of equipment may be refurbished. Maintenance services do not cover accessories and certain parts, such as frames and covers. In addition, maintenance does not cover service of equipment damaged by misuse, accident, modification, unsuitable physical or operating environment, improper maintenance by the end-user, or failure caused by a product for which IBM is not responsible.

Maintenance/Support services may be terminated on 30 days month's written notice to the contractor provided the state agency has met all minimum requirements and paid any adjustment charges under the following circumstances:

- *After at least six months under maintenance services,
- *If equipment is removed from productive use within the enterprise,
- *If the facility is no longer under the state agency's control, or
- *If terminated coverage for a maintenance service option under IBM terms for 1) removal of a machine type from eligibility, or 2) increase total adjusted charges for maintenance services.

Technical Support: Toll-free telephone warranty support for all products purchased through the IBM Systems and Peripherals contract (C204080001), shall be available during the initial warranty period for all products. Technical support beyond the warranty period is available at an additional charge as listed on the website.

Support Services: Continuing support services are available to assist in areas such as improving the availability of systems and improving productivity. Project support services are also available to provide general assistance on a technical task (such as writing programs) providing consulting

services and systems integration services. These services will be outlined in a Statement of Work developed between the end-user and IBM.

Information Network Services: IBM Information Network services are available to provide access to, and use of, IBM information network machines, programs, networking facilities, and associated communications and support services.

On-Line Services: On-line services are available, including access to certain information data bases through the information network.

Consulting Services: Consulting services shall be limited to advisory consulting only. Criteria for consideration in the use of consulting services may include, but not necessarily be limited to: (1) customer programmatic need for an integrated system solution or associated prototype; (2) limited duration of the services requirement; and/or (3) corresponding available expertise or specialization offered by IBM in addressing critical requirements. IBM will provide the following personnel for performing the necessary consulting services.

- a. Technical Support: Technical Support personnel typically assist clients with technical support of existing solutions and/or products. They may install new products and assist in the migration to new releases or versions of products and provide related education. Their area of expertise is usually related to a particular technology platform.

A Technical Lead is a more experienced individual and is capable of performing work without assistance. They have the ability to lead small groups, have advanced education and experience in areas of specialization. They are expected to provide technical leadership, but not necessarily team leadership.

- b. IT Specialist: IT Specialists are skilled IT Professionals whose skills may be in one or more broad areas. These areas include such titles as programmer, systems analyst, data analyst, planning and design of solutions, testing and consulting. Their technical skills may include such areas as large systems, telecommunications, open systems, client server and mid range computing. The more advanced IT Specialist categories represent professionals with multiple areas of in-depth technical expertise, coupled with seven (7) or more years of professional customer engagement experience. They may also act in the role of team leader of small or medium sized teams.
- c. Consultant: Consultants possess in depth process skills in a particular industry or technology segment. They usually serve as subject matter experts on client projects to provide the depth the client does not possess. They typically have several years of consulting experience.

A Senior Consultant has the experience to provide assistance in setting or executing business or IT strategies. These individuals may serve as Engagement Managers on projects or engagements with several complex sub-projects as components. They may also serve as subject matter experts for key areas of a client's business. They typically have ten (10) years of consulting experience.

IBM has consultants who provide expertise in many areas. They may have industry expertise in such fields as health, higher education, government or insurance. They may have technical expertise that includes such areas as rapid solutions, application design, application effectiveness, package evaluation, selection IT security, data management/data integration/data warehouse, networking, workflow, business re-engineering, Year 2000, Internet services and IT consulting.

- d. Architect: Architects possess significant expert knowledge in one or more fields of specialization. They typically have a very broad scope of technical knowledge. The Architect develops high-level and complex designs for systems, applications, or processes. They serve as the focal point for technical design decisions. They usually possess several years of data processing experience.
- e. Project Manager: Project Managers possess the skills necessary to manage projects. They have been trained in IBM's Management methodologies and procedures. They have the ability to lead project teams. They are experienced in project staffing, problems solving, financial management, risk containment and decision-making. They typically have several years of project management experience with additional years of expert data processing experience.

The level of the project management professional ranges from project leader to project executive and is assigned based on the size, complexity, risk (i.e., technically leading edge) and duration of a project. On large complex projects, a project executive may have on or more project managers assigned to the project, who are responsible for the management of significant subsets of the project.

10. SAM II ORDER INFORMATION

Agencies must place orders issuing a PGQ or SC document. The information on the order must include the following; PA (Contract) Number, Vendor Number, PA Line Number (ex. 001, 002), Custom Text (as applicable), Quantity, Unit Cost, Responsible Person and Phone Number.

Orders shall reference the State of Missouri Contract Number C206048001 for specific pSeries services acquired through IBM Corporation. Orders shall reference the State of Missouri Contract Number C206048002 for iSeries services as well as for specific pSeries services purchased through Huber & Associates.

For purposes of entering orders into SAM II, agencies shall use the following line items and service codes:

C206048001 - pSeries Services ordered through IBM

<u>Item</u>	<u>Service Code</u>	
001	92031	(Installation)
002	93299	(Maintenance)
003	92047	(Support Services)
004	92027	(Consulting Services)

C206048002 - iSeries and pSeries Services ordered through Huber & Associates

<u>Item</u>	<u>Service Code</u>	
001	92031	(Installation)
002	93299	(Maintenance)
003	92047	(Support Services)
004	92027	(Consulting Services)

11. PAYMENTS

P-Cards shall not be used for payments without permission from the contractor.